

**UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO**

<p>In Re:</p> <p>THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO,</p> <p>as representative of</p> <p>THE COMMONWEALTH OF PUERTO RICO, et al,</p> <p>Debtors</p>	<p>PROMESA Title III</p> <p>No. 17 BK 3283-LTS</p> <p>(Jointly Administered)</p>
<p>In Re:</p> <p>THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO,</p> <p>as representative of</p> <p>PUERTO RICO ELECTRIC POWER AUTHORITY,</p> <p>Debtor</p>	<p>PROMESA Title III</p> <p>No. 17-BK 4780-LTS</p> <p>This motion relates to PREPA and shall be filed in Lead Case No. 17 BK 3283-LTS and case No. 17 BK 4780-LTS</p>

**ELAM, LLC’S RESERVATION OF RIGHTS FILED ON BEHALF OF BLUE BEETLE
III, LLC, WITH RESPECT TO THE SECOND OMNIBUS MOTION OF PREPA FOR
ORDER (A) APPROVING PREPA’S REJECTION OF CERTAIN POWER PURCHASE
AND OPERATING AGREEMENTS, AND (B) GRANTING RELATED RELIEF**

NOW COMES ELAM, LLC (hereinafter “ELAM”), as authorized representative of
COMMERCIAL SOLAR POWER, INC. (hereinafter “CSP”) and on behalf of **BLUE
BEETLE III, LLC** (hereinafter “BB3”), by its undersigned appearing counsel and to the
Honorable Court respectfully represents:

1. ELAM is the duly authorized representative of CSP, pursuant to an Agreement for Services by and between ELAM and CSP, dated 9 April 2021. Pursuant to a Purchase and Sale Agreement dated 11 November 2011, as amended, and Assignment of Purchase and Sale Agreement, dated 9 May 2012, as amended, CSP has the authority to represent BB3.

2. ELAM does not object to or oppose the relief requested by the Debtor in its *Second Omnibus Motion of PREPA for Order (a) Approving PREPA's Rejection of Certain Power Purchase and Operating Agreements, and (b) Granting Related Relief* (the "Motion") with respect to that certain *Renewable Power Purchase and Operating Agreement* between Blue Beetle III, LLC and PREPA, dated October 31, 2011, and amended on May 8, 2014, Contract No. 2012-P00037 (the "Blue Beetle PPOA").

3. However, Elam disputes certain of PREPA's legal and factual assertions made in the Motion and reserves all rights to dispute such legal and factual assertions as they relate to the Blue Beetle PPOA and the rejection damages claim arising from the Blue Beetle PPOA. In particular, and without limitation, Elam, for itself and on behalf of BB3, reserves the right to dispute (i) PREPA's factual assertions regarding the viability of the renewable power project contemplated by the Blue Beetle PPOA, and (ii) PREPA's assertion that Blue Beetle has "failed to achieve the specified Commercial Operation Date or Commencement of Construction requirements (or both), and that therefore (according to PREPA), "PREPA was entitled to terminated [the Blue Beetle PPOA] without further liability or incurring any rejection damage claims." Motion, para. 13.

4. Elam further reserves all claims and defenses it and/or BB3 may have under the Blue Beetle PPOA in connection with any rejection damages claim arising from the Blue Beetle PPOA.

I HEREBY CERTIFY that on this same date we electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all participants and Standard Parties.

In San Juan, Puerto Rico, this 2nd day of August 2022.

/s/ ISMAEL H. HERRERO III
LAW OFFICES OF HERRERO III
& ASSOCIATES, P.S.C.
USDCPR #203002
P.O. BOX 362159
San Juan, P.R. 00936-2159
Tel. (787) 754-5000/(787) 509-3666
Email: herreroiLLL@herrerolaw.com